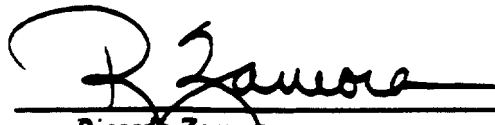


The information contained in this affidavit is true and correct to the best of my knowledge and belief.


Ricardo Zamora

Subscribed and sworn to before me this 9 day of April, 1997.


NOTARY PUBLIC

My commission expires:

LINDA L. GARCIA
NOTARY PUBLIC STATE OF MISSOURI
~~ST. LOUIS CITY~~
MY COMMISSION EXP. JULY 23, 2000

**SIGNED CLEC AGREEMENTS UNDER THE TELECOMMUNICATIONS ACT OF 1996
ARKANSAS**

LSP Name	Type	Date Agrmt Signed	Date of Filing	Date of PUC Approval
1 ACSI	FB	8/13/96	8/13/96	12/10/96
2 Alltel Communications, Inc.	C	4/10/97	4/10/97	6/25/97
3 Arkansas Comm South	R	1/29/97	2/4/97	3/28/97
4 AT&T Communications of the Southw	C	Pending	7/25/97	Pending
5 Brooks Fiber Communications	C	8/29/96	8/30/96	11/8/96
6 Capital Telecommunications	R	1/20/97	1/29/97	3/14/97
7 CapRock Communications Corp.	R	2/27/97	8/5/97	9/9/97
8 Connect Communications Corporation	C	6/23/97	7/16/97	10/24/97
9 Entergy Hyperion Telecom	C	9/27/97	10/3/97	11/25/97
10 Fast Connections Inc.	R	9/23/96	9/26/96	11/12/96
11 Frontier Telemanagement, Inc.	R	12/2/97	1/12/98	Pending
12 Go-Tel	R	10/27/97	11/19/97	1/7/98
13 Intermedia Communications, Inc. (ICI)	C	10/19/96	1/6/97	2/4/97
14 Max-Tel Communications, Inc	R	4/15/97	5/5/97	7/15/97
15 Navigator Telecommunications	C	1/13/98	Pending	Pending
16 NOW Communications	R	10/15/97	12/5/97	2/5/98
17 Preferred Carrier Svcs. (PCS)	R	1/17/97	1/28/97	3/14/97
18 Quintelco, Inc.	R	11/4/97	11/21/97	2/2/98
19 Sterling International Funding (Recon	R	12/2/96	12/5/96	1/14/97
20 TIE Communications, Inc.	R	11/5/96	11/8/96	1/9/97
21 U S West Interprise America, Inc. (Int	C	6/27/97	7/23/97	9/9/97
22 U.S. Long Distance, Inc. (USLD)	C	9/5/96	9/9/96	11/12/96
23 U.S. Telco, Inc.	R	7/24/97	8/5/97	9/9/97
24 USA eXchange (Omniplex Communic	R	10/13/97	2/6/98	Pending
25 Valu-Net, Inc.	R	1/7/98	Pending	Pending

Type: Agreement being negotiated where FB is Facility Based, R is Reseller, and C is Combination

	<u>Facility Based</u>	<u>Resellers</u>	<u>Combination</u>	<u>Total</u>
Signed Agreements	1	15	9	25
PUC Approved	1	12	7	20
Pending Approval	0	3	2	5

**SIGNED CLEC AGREEMENTS UNDER THE TELECOMMUNICATIONS ACT OF 1996
KANSAS**

LSP Name	Type	Date Agrmt Signed	Date of Filing	Date of PUC Approval
1 American Communication Services, Inc.	C	5/1/97	5/19/97	7/24/97
2 Brooks Fiber Communications	R	2/6/97	2/11/97	3/11/97
3 Brooks Fiber Communications	FB	2/10/97	2/24/97	4/1/97
4 Capital Telecommunications	R	1/20/97	1/31/97	Dismissed
5 CapRock Communications Corp.	R	2/27/97	7/2/97	9/4/97
6 Digital Teleport, Inc. (DTI)	C	8/21/97	9/16/97	10/31/97
7 Fast Connections Inc.	R	9/23/96	10/9/96	12/12/96
8 Feist Long Distance Service, Inc.	R	4/7/97	4/15/97	5/14/97
9 Frontier Telemanagement, Inc.	R	12/2/97	1/8/98	Pending
10 Intermedia Communications, Inc. (ICI)	C	12/19/96	12/31/96	2/25/97
11 Kansas Comm South	R	1/29/97	2/7/97	5/6/97
12 Local Phone Service, Inc.	R	1/21/98	1/29/98	Pending
13 Long Distance Management	R	7/11/97	Pending	Pending
14 Max-Tel Communications, Inc.	R	4/15/97	4/24/97	4/25/97
15 MultiMedia Hyperion Telecom	C	5/21/97	6/6/97	7/2/97
16 Navigator Telecommunications	C	1/13/98	Pending	Pending
17 NOW Communications	R	1/12/98	Pending	Pending
18 Preferred Carrier Svcs. (PCS)	R	1/17/97	1/28/97	5/27/97
19 QCC	R	4/22/97	5/21/97	7/10/97
20 Quintelco, Inc.	R	11/4/97	11/13/97	1/12/98
21 Sprint Communications Company	C	1/29/97	1/29/97	2/26/97
22 Sterling International Funding (Recon	R	12/2/96	12/11/96	2/28/97
23 TIE Communications, Inc.	R	11/5/96	11/12/96	2/7/97
24 U S West Interprise America, Inc. (Int	C	6/26/97	7/24/97	9/9/97
25 U.S. Long Distance, Inc. (USLD)	C	9/5/96	9/9/96	12/9/96
26 U.S. Telco, Inc.	R	7/24/97	8/1/97	10/14/97
27 Universal Telephone	R	9/30/97	10/10/97	11/12/97
28 USA eXchange (Omniplex Communic	R	10/13/97	11/5/97	12/16/97
29 Valu-Line of Kansas	R	1/17/97	1/28/97	2/25/97
30 Valu-Line of Kansas	R	4/3/97	4/14/97	Pending
31 Valu-Net, Inc.	R	1/7/98	Pending	Pending
32 WinStar	C	9/29/97	11/6/97	12/19/97

Type: Agreement being negotiated where FB is Facility Based, R is Reseller, and C is Combination

	<u>Facility Based</u>	<u>Resellers</u>	<u>Combination</u>	<u>Total</u>
Signed Agreements	1	22	9	32
PUC Approved	1	15	8	24
Pending Approval	0	7	1	8

**SIGNED CLEC AGREEMENTS UNDER THE TELECOMMUNICATIONS ACT OF 1996
MISSOURI**

LSP Name	Type	Date Agrmt Signed	Date of Filing	Date of PUC Approval
1 American Communication Services, Inc.	FB	4/30/97	5/6/97	8/4/97
2 AT&T	C	10/9/97	10/10/97	11/5/97
3 Birch Telecommunications	R	8/20/97	8/27/97	11/18/97
4 Brooks Fiber Communications	R	2/6/97	2/6/97	4/29/97
5 Brooks Fiber Communications	FB	2/10/97	2/19/97	5/15/97
6 Capital Telecommunications	FB	1/20/97	2/11/97	Dismissed
7 CapRock Communications Corp.	R	2/27/97	Pending	Pending
8 Dial US	FB	6/13/96	6/14/96	9/13/96
9 Digital Teleport, Inc. (DTI)	C	7/1/97	8/6/97	10/29/97
10 Fast Connections Inc.	R	9/23/96	10/10/96	12/30/96
11 Frontier Telemanagement, Inc.	R	12/2/97	1/20/98	Pending
12 Intermedia Communications, Inc. (ICI)	C	8/25/97	1/2/97	3/18/97
13 Local Fone Service	R	5/12/97	6/2/97	9/1/97
14 Local Line America, Inc.	R	9/29/97	Pending	Pending
15 Max-Tel Communications, Inc	R	4/15/97	5/15/97	7/25/97
16 MFS	FB	7/16/96	7/18/96	10/16/96
17 Midwestern Tel (Midwestern Services)	R	4/9/97	4/21/97	7/15/97
18 Missouri Comm South	R	1/29/97	4/7/97	6/20/97
19 Navigator Telecommunications	C	1/13/98	Pending	Pending
20 NOW Communications	R	1/12/98	Pending	Pending
21 Preferred Carrier Svcs. (PCS)	R	1/17/97	1/31/97	4/29/97
22 QCC	R	4/22/97	6/16/97	9/7/97
23 Quintelco, Inc.	R	11/4/97	12/15/97	Pending
24 Sterling International Funding (Recon	R	12/2/96	12/9/96	3/18/97
25 TCG St. Louis	C	10/7/97	10/10/97	12/12/97
26 TIE Communications, Inc.	R	11/5/96	11/12/96	2/14/97
27 U S West Interprise America, Inc. (Int	C	5/15/97	9/97	10/16/97
28 U.S. Long Distance, Inc. (USLD)	C	9/5/96	9/9/96	12/2/96
29 U.S. Telco, Inc.	R	10/28/97	10/30/97	Pending
30 USA eXchange (Omniplex Communic	R	6/12/97	9/23/97	9/23/97
31 Valu-Net, Inc.	R	1/7/98	Pending	Pending
32 WinStar Wireless	FB	9/29/97	Pending	Pending

Type: Agreement being negotiated where FB is Facility Based, R is Reseller, and C is Combination

	<u>Facility Based</u>	<u>Resellers</u>	<u>Combination</u>	<u>Total</u>
Signed Agreements	6	19	7	32
PUC Approved	4	12	6	22
Pending Approval	2	7	1	10

**SIGNED CLEC AGREEMENTS UNDER THE TELECOMMUNICATIONS ACT OF 1996
OKLAHOMA**

LSP Name	Type	Date Agrmt Signed	Date of Filing	Date of PUC Approval
1 American Communication Services, Inc. (ACSI)	FB	5/2/97	5/5/97	6/25/97
2 AT&T	C	5/23/97	7/29/97	8/18/97
3 Brooks Fiber Communications	C	8/28/96	8/30/96	10/22/96
4 Capital Telecommunications	FB	1/20/97	1/23/97	Pending
5 CapRock Communications Corp.	R	2/27/97	3/20/97	Pending
6 Chickasaw Telecom	R	3/27/97	4/4/97	5/16/97
7 Chickasaw Telecom (Suretel, Inc.)	C	2/2/98	Pending	Pending
8 Cox Oklahoma Telecom	C	4/10/97	4/28/97	6/5/97
9 Dial Tone Savers	R	1/9/97	1/3/97	2/6/97
10 Dial Tone USA	R	8/12/97	10/17/97	12/8/97
11 Dobson Wireless	R	10/10/96	10/16/96	12/23/96
12 Dobson Wireless	C	5/13/97	5/13/97	6/5/97
13 Fast Connections Inc.	R	9/23/96	10/10/96	4/16/97
14 Feist Long Distance Service, Inc.	R	6/4/97	7/17/97	Pending
15 Frontier Telemanagement, Inc.	R	12/2/97	1/20/98	Pending
16 ICG Telecom Group	FB	11/6/96	12/5/96	4/3/97
17 Intermedia Communications, Inc. (ICI)	C	8/25/97	1/23/97	7/8/97
18 Long Distance Management	R	7/11/97	1/8/98	Pending
19 Navigator Telecommunications	C	1/13/98	Pending	Pending
20 NOW Communications	R	1/12/98	Pending	Pending
21 Oklahoma Comm South	R	1/29/97	2/6/97	12/19/97
22 Preferred Carrier Svcs. (PCS)	R	1/17/97	1/23/97	Pending
23 Quintelco, Inc.	R	11/4/97	12/29/97	Pending
24 Sprint	C	2/11/97	2/12/97	4/3/97
25 Sterling International Funding (Reconex)	R	12/2/96	12/20/96	Pending
26 Terral d/b/a Total Telephone Svc.	R	8/20/97	9/17/97	10/30/97
27 TIE Communications, Inc.	R	11/5/96	Pending	Pending
28 U S West Interprise America, Inc. (Interprise)	C	5/15/97	8/13/97	11/6/97
29 U.S. Long Distance, Inc. (USLD)	C	9/5/96	9/9/96	12/23/96
30 U.S. Telco, Inc.	R	1/28/97	2/4/97	9/8/97
31 USA eXchange (Omniplex Communications Group)	R	6/12/97	Pending	Pending
32 Valu-Net, Inc.	R	1/7/98	Pending	Pending
33 Zenex Communications	R	10/23/97	11/6/97	Pending

Type: Agreement being negotiated where FB is Facility Based, R is Reseller, and C is Combination

	<u>Facility Based</u>	<u>Resellers</u>	<u>Combination</u>	<u>Total</u>
Signed Agreements	3	20	10	33
PUC Approved	2	8	8	18
Pending Approval	1	12	2	15

**SIGNED CLEC AGREEMENTS UNDER THE TELECOMMUNICATIONS ACT OF 1996
TEXAS**

LSP Name		Type	Date Agrmt Signed	Date of Filing	Date of PUC Approval
1	AccuTel of Texas	R	3/20/97	3/26/97	6/4/97
2	ACSI	FB	11/18/96	11/19/96	12/19/96
3	Advance Communicating Tech.	R	11/24/97	12/9/97	Pending
4	Allegiance Telecom	R	12/1/97	12/23/97	1/30/98
5	American Communication Services, Inc.	FB	8/14/96	8/14/96	11/13/96
6	American MetroComm of Hou.	C	3/21/97	5/14/97	8/6/97
7	American Phonecom	R	12/22/97	12/31/97	Pending
8	American Telco Inc. (ATI)	C	5/9/96	5/14/96	8/9/96
9	Ameritech Communications	C	7/17/97	8/8/97	11/4/97
10	AT&T	C	1/10/97	11/19/96	12/19/96
11	Austico Comm. Inc.	R	7/9/97	8/12/97	11/4/97
12	Austin Bestline Company (ABC)	FB	6/30/97	8/1/97	10/22/97
13	Basicphone, Inc.	R	5/30/97	6/17/97	9/10/97
14	Brooks Fiber of Texas	C	6/30/97	7/22/97	10/22/97
15	Call-for-Less	R	12/4/96	12/11/96	3/5/97
16	Capital Telecommunications	FB	1/20/97	2/28/97	5/21/97
17	CapRock Communications Corp.	R	2/27/97	4/1/97	6/26/97
18	Choctaw Communications	R	11/23/96	12/4/96	2/19/97
19	ChoiceCom	FB	10/27/97	10/31/97	1/14/98
20	Comtel	R	7/30/97	8/13/97	11/4/97
21	CoServ	FB	10/10/97	10/27/97	1/14/98
22	CS Wireless	R	12/10/97	12/23/97	Pending
23	CTJ Investments Inc.	R	12/17/97	1/7/98	Pending
24	Cytel	C	11/21/96	12/5/96	3/5/97
25	Dial Tone USA	R	8/12/97	8/26/97	11/19/97
26	DMJ Comm. Inc.	R	5/9/97	6/5/97	8/21/97
27	Dobson Wireless	R	12/15/97	1/8/98	Pending
28	Easy Cellular	R	12/23/96	1/23/97	4/23/97
29	Express Telecommunications	R	5/6/97	5/14/97	8/6/97
30	EZ Talk	R	12/19/96	1/8/97	3/26/97
31	Fast Connections Inc.	R	9/23/96	9/30/96	12/19/96
32	Fibrcom, Inc.	FB	6/23/97	8/26/97	11/19/97
33	First Telecommunications Ntwk	R	8/27/97	9/12/97	12/4/97
34	Frontier Telemanagement, Inc.	R	12/2/97	12/16/97	Pending
35	Golden Harbor of Texas (Lone Star N	R	4/8/97	4/9/97	4/23/97
36	GTE	FB	3/13/97	3/14/98	5/21/98
37	GTE Communications Corp.	R	8/25/97	9/5/97	12/4/97
38	Hollywood Communications	R	6/27/97	8/11/97	11/4/97
39	ICG Telecom Group	FB	11/6/96	12/6/96	3/5/97
40	Intermedia Communications, Inc. (ICI)	C	12/19/96	1/31/97	4/23/97
41	IWL Communications, Inc.	C	8/28/97	9/4/97	12/4/97
42	Kingsgate	FB	6/27/96	6/28/96	9/12/96
43	KMC Telecom, Inc.	FB	3/11/97	5/1/97	7/17/97
44	Local Fone Service	R	6/30/97	7/22/97	10/22/97
45	Local Telephone Service Co	R	1/8/97	1/24/97	4/23/97
46	Lone Star Communications	R	8/12/97	8/27/97	11/19/97
47	M-Tel (Diamond Comm)	R	1/8/97	1/27/97	4/23/97

**SIGNED CLEC AGREEMENTS UNDER THE TELECOMMUNICATIONS ACT OF 1996
TEXAS**

	LSP Name	Type	Date Agrmt Signed	Date of Filing	Date of PUC Approval
48	Matrix Telecommun.	FB	9/8/97	10/7/97	12/17/97
49	Max-Tel Communications, Inc	R	4/15/97	5/15/97	8/6/97
50	MCI	FB	4/7/97	12/30/96	1/29/97
51	Metro Access Network	FB	7/26/96	3/27/97	6/4/97
52	Metro Connection, Inc	R	1/14/97	1/29/97	4/23/97
53	Metrolink Telecom	R	11/5/96	11/6/96	1/22/97
54	Metropole, Ltd	R	8/27/97	9/23/97	12/17/97
55	MFS	C	7/16/96	7/18/96	10/11/96
56	MFS	FB	11/19/96	11/19/96	12/19/96
57	MFS	R	7/7/97	7/11/97	10/1/97
58	MiComm Services	R	8/18/97	9/30/97	12/17/97
59	Microwave Svcs, Inc. aka Teligent	R	8/18/97	8/22/97	11/19/97
60	Microwave Svcs, Inc. aka Teligent	C	11/4/97	11/6/97	11/19/97
61	Nationwide Communications	R	11/24/97	12/9/97	Pending
62	Navigator Telecommunications	C	1/13/98	1/27/98	Pending
63	Network Operator Services	R	6/13/97	7/10/97	10/1/97
64	NHS Comm. Grp, Inc. dba Max-Tel	R	9/29/97	10/16/97	1/14/97
65	NOW Communications	R	1/12/98	1/20/98	Pending
66	NTS Communications	R	10/30/96	11/20/96	2/5/97
67	Omni Prism Communications	R	5/8/97	5/30/97	8/21/97
68	OpTel Telecom	R	4/28/97	5/9/97	8/6/97
69	Penthouse Suites, Inc.	R	5/29/97	6/11/97	9/10/97
70	Phonit, Inc	R	6/23/97	7/8/97	10/1/97
71	Posner Telecommunications	R	12/4/96	12/13/96	3/5/97
72	Preferred Carrier Svcs. (PCS)	R	1/17/97	1/24/97	4/23/97
73	Preferred Payphones	R	8/7/97	8/20/97	11/4/97
74	Premiere Network Svcs.	R	7/28/97	8/15/97	11/4/97
75	Progressive Concepts	R	7/15/97	8/20/97	11/4/97
76	QTEL	R	10/8/97	10/17/97	Dsappr
77	Quintelco, Inc.	R	11/4/97	11/13/97	Pending
78	Rent City	R	3/10/97	3/31/97	6/26/97
79	Sprint	C	4/30/97	5/14/97	8/6/97
80	Sterling Intn'l, dba Reconex	R	11/5/96	11/20/96	2/5/97
81	Taylor Communications	C	3/20/97	3/21/97	6/4/97
82	TCG	FB	11/19/96	11/19/96	12/19/96
83	Telco USA Inc.	R	4/15/97	4/29/97	7/17/97
84	Telenetwork, Inc.	R	9/22/97	10/7/97	12/17/97
85	Texas CommSouth	R	7/28/96	7/29/96	10/28/96
86	Texas Teleconnect	R	11/25/96	12/10/96	3/5/97
87	TIE Communications, Inc.	R	11/5/96	3/20/97	6/4/97
88	Time Warner	FB	7/17/96	7/17/96	10/11/96
89	Time Warner - Houston/Austin	C	8/13/97	8/19/97	11/4/97
90	Time Warner Connect of San Antonio	R	3/6/97	3/27/97	6/4/97
91	Tin Can Communications	R	11/21/97	11/26/97	Pending
92	U S West Interprise America, Inc. (Int	C	5/22/97	8/22/97	Pending
93	U.S. Long Distance, Inc. (USLD)	C	9/5/96	9/10/96	12/3/96
94	U.S. Online Communications	R	9/9/97	9/23/97	12/17/97

**SIGNED CLEC AGREEMENTS UNDER THE TELECOMMUNICATIONS ACT OF 1996
TEXAS**

	LSP Name	Type	Date Agrmt Signed	Date of Filing	Date of PUC Approval
95	U.S. Telco, Inc.	R	8/28/96	8/28/96	12/3/96
96	United Telephone (UTEL)	R	8/20/97	9/11/97	12/4/97
97	USA eXchange (Omniplex Communic	R	5/23/97	7/7/97	10/1/97
98	Valu-Line of Longview	C	4/30/97	5/14/97	8/6/97
99	Valu-Net, Inc.	R	1/7/98	Pending	Pending
100	WinStar	C	12/17/96	1/8/97	3/26/97

Type: Agreement being negotiated where FB is Facility Based, R is Reseller, and C is Combination

	<u>Facility Based</u>	<u>Resellers</u>	<u>Combination</u>	<u>Total</u>
Signed Agreements	17	65	18	100
PUC Approved	17	53	16	86
Pending Approval	0	12	2	14

LISTING OF LOCAL SERVICE PROVIDERS REQUESTING ARBITRATION UNDER FEDERAL TELECOMMUNICATIONS ACT OF 1996

STATE	LSP Name	Date Negot	Date of	Consolidated	Arbitration Status	Agreement in Place	Summary			
		Started	Filing				Arbitrated	Withdrawn	Pending	Completed
Arkansas	ACSI	3/7/96	8/13/96	No	Withdrew arbitration/stipulated agreement	Y	2	1	0	1
		6/11/96	11/14/96	No	Results final	Negotiating				
Kansas	Sprint	4/14/96	9/20/96	No	Results final	Y	3	0	0	3
	AT&T	6/11/96	11/14/96	No	Results final	Negotiating				
	Boulevard	10/15/96	5/22/97	No	Results final	Negotiating				
Missouri *	AT&T	3/14/96	7/29/96	Yes	Results final	Y	5	2	0	3
	MCI	3/26/96	8/16/96	Yes	Results final	Negotiating				
	MFS	2/8/96	7/16/96	No	Results final	Y				
	Sprint	4/14/96	9/20/96	No	Withdrew arbitration/stipulated agreement	Negotiating				
	TCG St. Louis	2/8/96	5/28/97	No	Filed motion to dismiss arbitration on 6/17/97	Negotiating				
Oklahoma	AT&T	3/14/96	7/29/96	No	Results final	Y	4	3	0	1
	WOLD	3/25/96	9/3/96	Yes	Withdrew arbitration/stipulated agreement	Y				
	Sprint	4/14/96	9/20/96	Yes	Withdrew arbitration/stipulated agreement	Y				
	Cox	10/23/96	4/1/97	No	Withdrew arbitration/stipulated agreement	Y				
Texas	MFS	2/8/96	7/17/96	Yes	Results final	Y	13	1	1	11
	AT&T	3/14/96	7/29/96	Yes	Results final	Y				
	MCI	3/26/96	8/9/96	Yes	Results final	Y				
	TCG	2/8/96	7/16/96	Yes	Results final	Y				
	ACSI	3/7/96	8/12/96	Yes	Results final	Y				
	Sprint	4/14/96	9/20/96	No	Withdrew arbitration/stipulated agreement	Y				
	Lone Star Net	6/7/96	11/12/96	No	Results final	Y				
	Metro Acc Ntwk	9/4/96	2/11/97	No	Results final	Y				
	Access Net. Svcs	12/24/96	6/6/97	No	ANSI requested extension to 4/15/98	Negotiating				
	Waller Creek	3/27/97	9/2/97	No	Results final	Negotiating				
	Golden Harbor	2/4/97	6/27/97	No	Results final	Y				
	Golden Harbor	6/18/97	10/31/97	No	Results final	Y				
	Time Warner	3/25/97	8/13/97	No	Results final	Y				
TOTAL							27	7	1	19

SBC's Section 251 / Checklist Provisioning Status

☒ End of Month Report
☐ Mid-Month Update
☐ Data through: 12/97 (unless otherwise noted)

Report Date: 2/3/98

#	CHECKLIST DESCRIPTION	PRODUCTS PROVIDED	OK	SWBT's 5 States	SBC TOTAL
1	Interconnection for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within the carrier's network.	Total Trunks Trunks Provided to CLECs · One Way Trunks (SBC to CLEC) 4,683 · One Way Trunks (CLEC to SBC) 997 · Two Way Trunks 552 Physical Collocation · Operational Cages 14 · Pending Cages 4 Virtual Collocation · Operational Arrangements 3 · Pending Arrangements 2 Number of Collocated Wire Centers (Note 1) 11	6,232 4,683 997 552 14 4 3 2 11	65,419 40,823 13,255 11,341 40 91 53 5 51	174,255 52,511 14,815 106,929 308 180 CA & NV Not Avail. CA & NV Not Avail. 118
2	Nondiscriminatory access to network elements. (In addition, See Items 3-6 below)	Number of CLECs passing orders in 1997 10 Total orders processed (2/6/96 - 12/31/97) * · Manual 20,412 · Electronic 2,424 Total orders processed in 1997 * · Manual 20,408 · Electronic 2,424 Total orders processed in December 1997 * · Manual 4,204 · Electronic 648	22,836 20,412 2,424 22,832 20,408 2,424 4,852 4,204 648	772,449 611,413 161,036 730,837 569,801 161,036 130,153 81,031 49,122	1,336,464 CA & NV Not Avail. CA & NV Not Avail. 1,225,655 CA & NV Not Avail. CA & NV Not Avail. 173,741 CA & NV Not Avail. CA & NV Not Avail.
3	Nondiscriminatory access to poles, ducts, conduits and rights of way. (SWBT a/o 1/97, PB a/o 8/97)	· Total Number of Poles Attached 116,420 · Total Feet of Duct Occupied 30,589	116,420 30,589	915,438 380,967	2,097,407 7,540,777
4	Local loop transmission from the central office to the customer's premises, unbundled from local switching or other services.	Unbundled Loops	79	534	18,570
5	Local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services.	Unbundled Transport · Dedicated Transport Available? · Shared Transport Available?	Yes Yes	Yes Yes	Yes Yes
6	Local switching unbundled from transport, local loop transmission or other services.	Unbundled Switch Ports	0	191	280
7	Nondiscriminatory access to 911 and E911, directory assistance, and operator call completion services.	· E911 Trunks 18 · DA/OA Trunks 70 · CLECs using Directory Assistance Service (Note 2) 11 · CLECs using "0" Call Completion Service (Note 2) 11 · Are CLECs offered E-911 service directly to government bodies or interconnecting with SBC's existing service arrangements? Yes	18 70 11 11 Yes	88 674 99 97 Yes	416 692 CA & NV Not Avail. CA & NV Not Avail. Yes
8	White pages directory listing for customers of other carrier's telephone exchange service.	Number of CLEC End User White Pages Listings · Resale 8,318 · Facilities Based 821 · Total 9,139	8,318 821 9,139	173,008 2,816 175,824	CA & NV Resale/ Facilities Split Not Available 383,338
9	Nondiscriminatory access to telephone numbers for assignment to the other carrier's telephone exchange service customers.	Telephone Numbers Provided to CLECs (Note 3) · Numbers Assigned to CLECs 330,000 · Numbers Pending Assignment 0	330,000 0	8.41M 110,000	16.57M 1.46M
10	Nondiscriminatory access to databases and associated signaling necessary for call routing and completion.	Access to 800, Line Information Database (LIDB), Calling Name Delivery Database (CNAM), and SS7 Signaling Network Available?	Yes	Yes	Yes
11	Interim number portability through RCF or DID trunks. Each line ported represents conversion from SBC to a facilities based provider.	Lines Converted via INP · Residential Lines 0 · Business Lines 5,453 · Total 5,453	0 5,453 5,453	36 13,801 13,837	40,061
12	Nondiscriminatory access to services and information required to allow implementation of dialing party.	· Are additional access codes or digits needed to complete local calls to or from CLEC customers? · Implementation concurrent with SBC's provision of interexchange service?	No Yes	No Yes	No Yes

SBC's Section 251 / Checklist Provisioning Status

<input checked="" type="checkbox"/>	End of Month Report
<input type="checkbox"/>	Mid-Month Update
<input type="checkbox"/>	Data through: 12/97 (unless otherwise noted)

Report Date: 2/3/98

#	CHECKLIST DESCRIPTION	PRODUCTS PROVIDED	OK	SWBT's 5 States	SBC TOTAL
13	Reciprocal compensation arrangements. (Note 4)	Minutes of Use Exchanged Over Interconnection Trunks in 1997 <ul style="list-style-type: none"> From SBC to CLEC From CLEC to SBC Total 	79,706,852 3,065,885 82,772,737	241,305,090 65,209,806 306,514,896	2,790,899,304 349,799,630 3,140,698,934
14	Offering for resale at wholesale prices any telecommunications services offered at retail to subscribers who are not themselves carriers.	Resold Access Lines <ul style="list-style-type: none"> Business Lines Private Coin Lines Residential Lines Total 	1,653 9 7,232 8,894	57,755 10,948 197,875 266,578	160,799 17,375 343,257 521,431

Note 1: CA collocated wired centers total reflects physical arrangements only.

Note 2: SWBT total counts each CLEC once, although it may appear in multiple states.

Note 3: Each NXX Code equals 10,000 telephone numbers.

Note 4: Totals do not include disputed Internet minutes of use.

* CA Order Volumes include Resale activity only. All others include Resale and Facilities Based orders.

** KS does have OA/DA trunks. In process of splitting those OA/DA trunks terminating and counted in KC, MO that serve both KS and MO.

PHYSICAL COLLOCATION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

XYZ COMPANY
AS "INTERCONNECTOR"

FOR

PHYSICAL COLLOCATION

AT THE

CITY, CO NAME
CENTRAL OFFICE

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PHYSICAL COLLOCATION AGREEMENT

THIS PHYSICAL COLLOCATION AGREEMENT ("Agreement") is made this _____ day of _____, 1997 by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation ("SWBT"), and XYZ COMPANY, a [State of Incorporation] corporation ("Interconnector").

WITNESSETH

WHEREAS, SWBT is an incumbent local exchange carrier having a statutory duty to provide for "physical collocation" of "equipment necessary for interconnection or access to unbundled network elements" at its premises, 47 U.S.C. 251(c)(6);

WHEREAS, the Interconnector wishes to physically locate certain of its equipment within the Premises (as defined herein) and connect with SWBT;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWBT and the Interconnector (the "parties") agree as follows:

ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, SWBT grants to Interconnector the right to use the premises described on Attachment 1 ("Premises"), attached and incorporated herein, within real property at Address: 12345 Main St., Suite 100, City, State, Zip.

1.2 Relocation. Notwithstanding Section 1.1, in the event that SWBT determines it necessary for the Premises to be moved within the building in which the Premises is located ("Building") or to another SWBT wire center, the Interconnector is required to do so. In such an event, the Interconnector shall be responsible for the preparation of the new premises at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Premises or Building

uneconomical in SWBT's sole judgment. Otherwise SWBT shall be responsible for any such preparation.

In the event that the Interconnector requests that the Premises be moved within the Building or to another SWBT wire center, SWBT shall permit the Interconnector to relocate the Premises, subject to the availability of space and associated requirements. The Interconnector shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Premises and the new wire center as applicable. In either such event, the new premises shall be deemed the "Premises" hereunder and the new wire center the "Building."

1.3 The Premises. SWBT agrees, at the Interconnector's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications in Attachment 1, attached and incorporated herein. The preparation shall be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After the Interconnector has made the initial payments required by Section 4.4 and the state regulatory approval is obtained in accordance with Section 2.1 hereof, SWBT agrees to pursue diligently the preparation of the Premises for use by the Interconnector.

ARTICLE II - EFFECTIVENESS AND REGULATORY APPROVAL

2.1 Submission to State Commission. The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1). After execution of this Agreement, the parties shall submit it to the State commission for the State in which the Premises is located as thereby required for approval, and shall defend the Agreement and support any reasonable effort to have this Agreement so approved, including the supplying of witnesses and testimony if a hearing is to be held.

2.2 Failure to Receive Approval. In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either party to the other after

such regulatory action becomes final and unappealable. Thereafter Interconnector may request to begin negotiations again under 47 U.S.C. 251. Alternatively, the parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either party to pursue any appeal of the ruling made by any reviewing regulatory commission.

2.3 Preparation Prior to Regulatory Approval. At the written election of the Interconnector, SWBT shall begin preparing the Premises for the Interconnector prior to receiving the approval required by Section 2.1 hereof. The sole evidence of such election shall be the payment to SWBT of the initial payments specified in Sections 4.4. Payment to SWBT of the remaining charges under these Sections shall be due upon completion. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the Premises preparation. In the event that the Agreement does not become fully effective as contemplated by this Article, the Interconnector shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SWBT. To the extent that SWBT has incurred preparation costs not included within any payment made by the Interconnector, the Interconnector shall pay those costs within thirty (30) days of notice by SWBT.

ARTICLE III - TERM

3.1 Commencement Date. This Agreement shall be month-to-month, beginning on the "Commencement Date." The "Commencement Date" shall be the first day after this Agreement becomes effective in accordance with Article II hereof.

3.2 Occupancy. Unless there are unusual circumstances, SWBT will notify the Interconnector that the Premises is ready for occupancy within ~~30 days~~ after receipt of the payments due under Sections 4.4. The Interconnector must place operational telecommunications equipment in the Premises and connect with SWBT's network within sixty (60) days after receipt of such notice; provided,

however, that such 60-day period shall not begin until regulatory approval is obtained under Article II. If the Interconnector fails to do so, this Agreement is terminated except that the Interconnector shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by Articles II, IV, XI, XIV, XV, XVII, XVIII, XX, XXI, XXVI and XXVII hereof. For purposes of this Section, the Interconnector's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purpose of providing service.

ARTICLE IV - PREMISES CHARGES

4.1 Monthly Charges. Beginning on the Commencement Date, Interconnector shall pay to SWBT a charge of X Thousand Y Hundred Z Dollars and XYZ Cents (\$0.00) per month for use of the Premises. The monthly charge may be increased upon thirty (30) days' notice by SWBT.

4.2 Billing. Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Interconnector.

4.3 Preparation Charge.

- (a) The one-time charge for preparing the Premises for use by the Interconnector is estimated to be X Thousand Y Hundred Z Dollars (\$0.00) ("Preparation Charge"), which consists of two components: (i) the charge to the Interconnector associated with modifying the Building to provide physical collocation ("Common Charge"), and (ii) the charge associated with preparing the Premises ("Premises Charge"). Of the Preparation Charge, X Thousand Y Hundred Z Dollars (\$0.00) is the estimate for subcontractor charges ("Subcontractor Charges").

Attachment 2

- (b) SWBT will contract for and perform the construction and preparation activities underlying the Preparation Charge, including the Common Charge, the Premises Charge, and the

Subcontractor Charges, and any Custom Work charges, using same or consistent practices that are used by SWBT for other construction and preparation work performed in the Building.

Subject to an appropriate non-disclosure agreement, SWBT will permit the Interconnector to inspect supporting documents for the Preparation Charge, including the Common Charge (if the Interconnector is the initial physical collocater as used in Section 4.5(b)) and the Premises Charge, and any Custom Work charge. Any dispute regarding such SWBT charges will be subject to the dispute resolution provisions hereof.

4.4 Payment of Premises Charge. Prior to any obligation on SWBT to start any preparation of the Premises, the Interconnector shall pay SWBT fifty percent (50%) of the Premises Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Interconnector ("Custom Work"), and shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Premises Charge and any Custom Work charge are due upon completion and prior to occupancy by the Interconnector. (Estimated Arrangement Charges in the Physical Collocation Application Form, page 5)

4.5 Payment of Common Charge.

- (a) In addition and prior to any obligation on SWBT to start any preparation of the Building for physical collocation, the Interconnector shall pay SWBT fifty percent (50%) of the Common Charge. The other fifty percent (50%) of the Common Charge is due upon completion and prior to occupancy by the Interconnector.
- (b) The first entity to which SWBT provides physical collocation in the Building shall be responsible for all costs incurred by SWBT associated with the preparation of the Building to provide physical collocation in the initial space where physical collocation is to be located ("Initial Common Charge"). Thereafter the Initial Common Charge will be prorated and the prorated share refunded to the previous physical collocater(s) as additional entities use physical collocation in the Building within twelve (12) months of the first billing date of the initial

monthly charge for the first physical collocator in the Building, using the following schedule:

<u>Collocator</u>	<u>Initial Common Charge</u>	<u>Refund</u>
1st	100%	NA
2nd	50%	50%
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	0%	0%

To the extent that a physical collocator uses a space other than such initial space, SWBT shall refund to the Interconnector the portion of the Initial Common Charge applicable to such collocator based on the relative use of such initial space in a manner consistent with the above methodology and other terms of this Agreement.

- (c) No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first physical collocator.
- (d) Notwithstanding the above, SWBT shall have no obligation to remit any amount that would result in SWBT being unable to retain the full amount of the Initial Common Charge or to remit any amount based upon charges not actually collected.

4.6 Payment of Preparation Charge. SWBT is not obligated to start any preparation of the Premises until the Interconnector pays SWBT fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of the charges for any Custom Work charge. Such charges shall be due no later than ten (10) business days after the Agreement has become effective in accordance with Article II hereof. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Interconnector.

4.7 Occupancy Conditioned on Payment. SWBT shall not permit the Interconnector to have access to the Premises for any purpose other than inspection until SWBT is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

4.8 Subcontractor Charges. Within one hundred twenty (120) days of the completion date of the Premises, SWBT shall perform a true-up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the Subcontractor Charges will be billed to the Interconnector or, alternatively, any amount below such Charges will be remitted to the Interconnector.

4.9 Breach Prior to Commencement Date. In the event that the Interconnector materially breaches this Agreement by purporting to terminate this Agreement after SWBT has begun preparation of the Premises but before SWBT has been paid the entire amounts due under this Article, then in addition to any other remedies that SWBT might have, the Interconnector shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; true-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

4.10 Late Payment Charge. In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's intrastate tariff late payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

ARTICLE V - INTERCONNECTION CHARGES

Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and the Interconnector and any applicable tariffs.

ARTICLE VI - FIBER OPTIC CABLE AND DEMARCATION POINT

6.1 Fiber Entrances. The Interconnector shall use a single mode dielectric fiber optic cable as a transmission medium to the Premises. The Interconnector shall be permitted no more than two (2) entrance routes into the Building, if available.

6.2 Demarcation Point. SWBT shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between the Interconnector's network and SWBT's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. SWBT anticipates that the demarcation point will be within the point-of-termination frame.

ARTICLE VII - USE OF PREMISES

7.1 Nature of Use. The Premises are to be used by the Interconnector for purposes of locating equipment and facilities within SWBT's central offices to connect with SWBT services only. Consistent with the nature of the Building and the environment of the Premises, the Interconnector shall not use the Premises for office, retail, or sales purposes. No signage or markings of any kind by the Interconnector shall be permitted on the Building or on the grounds surrounding the Building.

7.2 Equipment List. A list of all of the Interconnector's equipment and facilities that will be placed within the Premises is set forth in Attachment 1, attached and incorporated herein, with the associated power requirements, floor loading, and heat release of each piece. The Interconnector warrants and represents that Attachment 1 is a complete and accurate list, and acknowledges that any incompleteness or inaccuracy would be a material breach of this Agreement. The Interconnector shall not place or leave any equipment or facilities within the Premises beyond those listed in Attachment 1 without the express written consent of SWBT.

7.2.1 Subsequent Requests to Place Equipment. In the event that subsequent to the execution of this Agreement the Interconnector desires to place in the Premises any equipment or facilities not set forth in Attachment 1, the Interconnector shall furnish to SWBT a written list and description thereof substantially in the form of Attachment A, which is attached and incorporated. Thereafter, in its sole discretion, SWBT may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional